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6 *Attorney for Plaintiff,*
7 *Tina Martinez*

8 **UNITED STATES DISTRICT COURT**
9 **EASTERN DISTRICT OF CALIFORNIA**

10 **TINA MARTINEZ,**

11 **Plaintiff,**

12 **v.**

13 **LVNV FUNDING, LLC, and FINANCIAL**
14 **RECOVERY SERVICES, INC.**

15 **Defendants.**

Case No:

COMPLAINT

JURY TRIAL DEMANDED

16 Plaintiff Tina Martinez, by and through the undersigned counsel, complains,
17 states, and alleges against defendants LVNV Funding, LLC and Financial Recovery
18 Services, Inc., as follows:

19 **INTRODUCTION**

20
21 1. This is an action to recover damages for violations of the Fair Debt
22 Collection Practices Act, 15 U.S.C. § 1692, *et seq.* (the “FDCPA”), the Rosenthal
23 Fair Debt Collection Practices Act, Cal. Civ. Code § 1788, *et seq.* (the “RFDCPA”).

24
25 2. In 1977, Congress enacted the Fair Debt Collection Practices Act
26 (“FDCPA”), codified at 15 USC §§ 1692 *et seq.*, in response to the “abundant
27
28

1 evidence of the use of abusive, deceptive, and unfair debt collection practices by
2 many debt collectors.” 15 U.S.C. § 1692(a). At that time, Congress was concerned
3 that “abusive debt collection practices contribute to the number of personal
4 bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual
5 privacy.” *Id.* Congress concluded that “existing laws . . . [we]re inadequate to protect
6 consumers,” and that “the effective collection of debts” does not require
7 “misrepresentation or other abusive debt collection practices.” 15 U.S.C. §§ 1692(b)
8 and (c).

11
12 3. Congress explained that the purpose of the Act was not only to eliminate
13 abusive debt collection practices, but also to “ensure that those debt collectors who
14 refrain from using abusive debt collection practices are not competitively
15 disadvantaged.” *Id.*, § 1692(e). After determining that the existing consumer
16 protection laws were inadequate, Congress gave consumers a private cause of action
17 against debt collectors who failed to comply with the Act. *Id.*, § 1692k.

20 4. In determining whether a collection letter violates the FDCPA, courts in
21 the Ninth Circuit apply the least sophisticated consumer standard, “[i]f the least
22 sophisticated debtor would likely be misled by a communication from a debt
23 collector, the debt collector has violated the [FDCPA].” *Guerrero v. RJM*
24 *Acquisitions LLC*, 499 F.3d 926, 934 (9th Cir. 2007).

5. The FDCPA does not ordinarily require proof of an intentional violation, and is considered a strict liability statute, whereby a single violation is sufficient to establish civil liability against a debt collector.

6. The California Legislature in passing the RFDCPA found that “[u]nfair or deceptive collection practices undermine the public confidence. . .” Cal. Civ. Code § 1788.1(a)(1). “There is need to ensure that debt collectors and debtors exercise their responsibilities to one another with fairness, honesty and due regard for the rights of the other.” *Id.* at § 1788.1(a)(2).

7. Therefore, a purpose of the RFDCPA is “to prohibit debt collectors from engaging in unfair or deceptive acts or practices in the collection of consumer debts. . .” *Id.* at § 1788.1(b).

JURISDICTION AND VENUE

8. This Court has federal subject matter jurisdiction pursuant to 28 U.S.C. § 1331, 28 U.S.C. § 1337, and 15 U.S.C. § 1692k(d). The Court has supplemental jurisdiction of any state law claims pursuant to 28 U.S.C. §1367.

9. This court has jurisdiction over defendants LVNV Funding, LLC and Financial Recovery Services, Inc. because defendants regularly conduct and transact business in this state, and the conduct complained of herein occurred in this Judicial District.

10. Venue is proper in this Judicial District under 28 U.S.C. § 1391(b)

1 because a substantial part of the conduct complained of herein occurred in this
2 Judicial District.

3
4 **PARTIES**

5 11. Plaintiff Tina Martinez (“Plaintiff”) is a natural person who is a citizen
6 of the State of California, residing in Bakersfield, Kern County, California.

7
8 12. Plaintiff is a “consumer” as that term defined by 15 U.S.C. § 1692a(3).

9 13. Plaintiff is a “person” as that term is defined by Cal. Civ. Code §
10 1788.2.(g).

11
12 14. Defendant LVNV Funding, LLC (“LVNV”) is a company existing
13 under the laws of the State of Delaware, with its principal place of business in
14 Wilmington, Delaware.

15
16 15. LVNV has transacted business within this state as is more fully set forth
17 hereinafter in this Complaint.

18
19 16. LVNV regularly collects or attempts to collect debts asserted to be owed
20 to others.

21 17. LVNV is regularly engaged, for profit, in the collection of debts
22 allegedly owed by consumers.

23
24 18. The principal purpose of LVNV’s business is the collection of such
25 debts.

26
27 19. LVNV uses instrumentalities of interstate commerce, including

1 telephones and the mails, in furtherance of its debt collection business.

2 20. LVNV is a “debt collector” as that term is defined by 15 U.S.C. §
3
4 1692a(6).

5 21. LVNV is a “debt collector” as that term is defined by Cal. Civ. Code §
6
7 1788.2(c).

8 22. Defendant Financial Recovery Services, Inc. (“Financial Recovery”) is
9
10 a company existing under the laws of the State of Minnesota, with its principal place
11 of business in Eagan, Minnesota.

12 23. Financial Recovery has transacted business within this state as is more
13
14 fully set forth hereinafter in this Complaint.

15 24. Financial Recovery regularly collects or attempts to collect debts
16
17 asserted to be owed to others.

18 25. Financial Recovery is regularly engaged, for profit, in the collection of
19
20 debts allegedly owed by consumers.

21 26. The principal purpose of Financial Recovery’s business is the collection
22
23 of such debts.

24 27. Financial Recovery uses instrumentalities of interstate commerce,
25
26 including telephones and the mails, in furtherance of its debt collection business.

27 28. Financial Recovery is a “debt collector” as that term is defined by 15
28 U.S.C. § 1692a(6).

1 29. Financial Recovery is a “debt collector” as that term is defined by Cal.
2 Civ. Code § 1788.2(c).
3

4 **FACTUAL ALLEGATIONS**

5 30. LVNV is one of the “Resurgent Companies,” which is a self-labeled
6 group of at least two dozen entities, all interrelated in a complex business structure
7 focusing primarily on the purchase and collection of consumer debt¹.
8

9 31. In addition to LVNV, these companies include Anson Street LLC,
10 Ashley Funding Services LLC, CACH, LLC, CACV of Colorado, LLC, East Bay
11 Funding, LLC, East Bay Holdings, LLC, Pinnacle Credit Services, LLC, PYOD
12 LLC, Resurgent Acquisitions, LLC, Resurgent Capital Services PR LLC
13 (“Resurgent”), Resurgent Funding, LLC, Resurgent Receivables, LLC, Resurgent
14 Strategic Investments, LLC, SFG REO, LLC, Sherman Acquisition LLC, Sherman
15 Capital, LLC, Sherman Financial Group, LLC, Sherman Originator III LLC, and
16 Sherman Originator LLC.
17
18
19

20 32. The majority of the two dozen Resurgent Companies, including LVNV,
21 are shell companies managed by a single individual, Bryan Faliero (“Faliero”), and
22 have no employees of their own, but are instead controlled by “Resurgent Capital
23
24

25 ¹ Much of the information concerning the structure of the Resurgent Companies set forth herein is
26 based upon public record, as well as an enforcement action brought by the Maryland Commissioner
27 of Financial Regulation, and *LVNV Funding LLC v. Finch*, 463 Md. 586, 591, 207 A.3d 202, 205
(2019).

1 Services.” Faliero is also the President and CEO of Resurgent.

2 33. LVNV has no employees.

3 34. LVNV has no collection agreements.

4 35. Instead, employees of Resurgent act as unpaid “representatives” of
5 LVNV and many of the other shell companies through what the employees believe
6 is a “limited power of attorney.”
7

8 36. These “representatives” are often unaware of whether at a given time
9 they are acting as an employee of Resurgent, a representative of one of the shell
10 companies, or both.
11

12 37. Through the shell companies, Resurgent “purchases” large portfolios of
13 consumer debt for pennies on the dollar, and at the exact same time that the portfolios
14 are purchased, the shell companies literally simultaneously “sell” the portfolios to
15 each other using a bogus document entitled a “Declaration of Transfer and
16 Assignment” (the “Declarations.”)
17

18 38. The Declarations appear at first glance to be legitimately hand-signed
19 documents, purportedly transferring the ownership of subject accounts between the
20 shell companies. However, the Declarations are neither signed, nor legitimate.
21
22 Instead, they are a sham.
23
24
25
26
27
28

1 39. Indeed, both the “signature” and “signature block” of Jon Mazzoli
2 (listed as a “Director” of Sherman Originator III, LLC) are clearly lifted from a single
3 Declaration, and then cut-and-pasted onto thousands of other Declarations, the only
4 difference being the alleged date the Declaration was purportedly signed by Mr.
5 Mazzoli. Below is a single example take from the hundreds of sham Declarations:
6
7

8 Dated: **January 15, 2020**

Sherman Originator III LLC
a Delaware Limited Liability Company

By: _____

Name: Jon Mazzoli
Title: Director

Dated: **February 28, 2017**

Sherman Originator III LLC
a Delaware Limited Liability Company

By: _____

Name: Jon Mazzoli
Title: Director

11
12 40. Both the “signature” and “signature block” of Jackson Walker (listed as
13 an “Authorized Representative” of Sherman Originator) are clearly lifted from a
14 single Declaration, and then cut-and-pasted onto thousands of other Declarations, the
15 only difference being the alleged date the Declaration was purportedly signed by Mr.
16 Walker. Below is a single example take from the hundreds of sham Declarations:
17
18

19 Dated: **July 30, 2019**

Sherman Originator LLC
a Delaware Limited Liability Company

By: _____

Name: Jackson Walker
Title: Authorized Representative



Dated: **August 17, 2021**

Sherman Originator LLC
a Delaware Limited Liability Company



By: _____

Name: Jackson Walker
Title: Authorized Representative

41. Both the “signature” and “signature block” of Daniel Picciano (listed as an “Authorized Representative” of Sherman Originator) are clearly lifted from a single Declaration, and then cut-and-pasted onto thousands of other Declarations, the only difference being the alleged date the Declaration was purportedly signed by Mr. Picciano. Below is a single example take from the hundreds of sham Declarations:

Dated: December 18, 2019	LVNV Funding LLC a Delaware Limited Liability Company	Dated: May 14, 2021	LVNV Funding LLC a Delaware Limited Liability Company
	By: <u></u>		By: <u></u>
	Name: Daniel Picciano		Name: Daniel Picciano
	Title: Authorized Representative		Title: Authorized Representative

42. Both the “signature” and “signature block” of Kevin Branigan (listed as an “Authorized Representative” of Sherman Originator) are clearly lifted from a single Declaration, and then cut-and-pasted onto thousands of other Declarations, the only difference being the alleged date the Declaration was purportedly signed by Mr. Branigan. Below is a single example take from the hundreds of sham Declarations:

Dated: June 15, 2018	Sherman Originator LLC a Delaware Limited Liability Company	Dated: December 18, 2018	Sherman Originator LLC a Delaware Limited Liability Company
By: 	Name: Kevin Branigan Title: Authorized Representative	By: 	Name: Kevin Branigan Title: Authorized Representative

43. Both the “signature” and “signature block” of Rusty Kendall (listed as an “Authorized Representative” of LVNV) are clearly lifted from a single Declaration, and then cut-and-pasted onto thousands of other Declarations, the only difference being the alleged date the Declaration was purportedly signed by Mr. Kendall. Below is a single example take from the hundreds of sham Declarations:

1 Dated: August 20, 2018

2 LVNV Funding LLC
3 a Delaware Limited Liability Company
4 By: [Signature]
5 Name: Rusty Kendall
6 Title: Authorized Representative

Dated: December 06, 2018

LVNV Funding LLC
a Delaware Limited Liability Company
By: [Signature]
Name: Rusty Kendall
Title: Authorized Representative

7 44. Over at least the past six (6) years, LVNV and the other shell companies
8 have flooded state courts across the country, including this court, with hundreds of
9 thousands of lawsuits claiming consumers owe them money based on these bogus
10 Declarations. These Declarations are set forth in the complaints against theses
11 consumers as alleged "proof" of LVNV's "chain of title." These Declarations also
12 served as the basis for LVNV to demand payment via letter, from hundreds of
13 thousands of consumers, including Plaintiff.

14 45. Indeed, here, LVNV's purported right to demand payment from Plaintiff
15 is based only on one of the sham Declarations. No independent right to payment is
16 even claimed by LVNV.

17 46. Plaintiff is a victim of LVNV's illegal conduct.

18 47. LVNV alleges Plaintiff owes a debt to LVNV for a personal Synchrony
19 Bank account.

20 48. Plaintiff retained counsel to assist Plaintiff with the Synchrony Bank
21 debt.

22 49. On July 17, 2023, and August 17, 2023, Plaintiff's counsel notified
23 Synchrony Bank of its representation of Plaintiff concerning the alleged debt and
24

1 demanded that all further direct communications with Plaintiff concerning the
2 alleged debt cease (“the Letters of Representation”).

3
4 50. The Letters of Representation set forth Plaintiff’s attorneys’ name and
5 address.

6
7 51. In fact, Synchrony Bank acknowledged the Letters of Representation
8 and began communicating with Plaintiff’s attorneys.

9
10 52. LVNV asserts Synchrony Bank transferred and/or assigned the alleged
11 debt to LVNV for purposes of collection.

12 53. It is standard practice in the accounts receivable management industry,
13 when debts are sold and/or assigned to downstream entities, including debt collectors,
14 for such debts to be identified as subject to attorney representation letters and/or cease
15 and desist letters.
16

17 54. Also, it is standard practice in the accounts receivable management
18 industry, when debts are sold and/or assigned in bulk portfolios to downstream
19 entities, including debt collectors, for such portfolios to be identified, either
20 explicitly, or through an indicator in the portfolio’s file name, that such accounts are
21 subject to attorney representation letters and/or cease and desist letters.
22
23

24 55. Further, it is in the interest of public policy when debts are transferred
25 and/or assigned to downstream entities, including debt collectors, for all information
26 to be transferred, including Letters of Representation.
27

1 56. LVNV was notified by Synchrony Bank of Plaintiff's attorneys'
2 representation in the sale file(s) or the sale file name included a notation which
3 informed LVNV that the portfolio was a portfolio of accounts of consumer who were
4 represented by counsel.
5

6 57. LVNV was notified by Synchrony Bank of the Letters of Representation
7 in the account level documentation.
8

9 58. LVNV was notified by Synchrony Bank of the cease and desist in the
10 sale file(s) or the sale file name included a notation which informed LVNV that the
11 portfolio was a portfolio of accounts that previously provided a cease and desist from
12 further direct communication with the consumer.
13

14 59. When a consumer's account is sold in a **true sale** the purchaser would
15 receive the entire file and account history from the seller for the account.
16

17 60. The legal standard for a true sale is governed by both federal and state
18 law.
19

20 61. Additionally, the criteria for a true sale under U.S. GAAP would
21 include: i) legal isolation of the transferred assets, which places the assets beyond the
22 reach of the transferor's creditors or a bankruptcy trustee for the transferor, ii) the
23 transferee's right to freely pledge or exchange the transferred assets, and iii) the
24 transferor's relinquishment of effective control of the transferred assets.
25

26 62. Conversely, the transaction would likely not be a true sale if it includes
27
28

1 certain indicia of retained ownership, such as: i) the receipt by the seller of certain
2 servicing fees in connection with the disposed assets, ii) the right of the seller to
3 repurchase the disposed assets, iii) the right of the seller to share in the profits or
4 revenue generated by the disposed assets, or iv) the right of the seller to terminate the
5 sale transaction.
6

7
8 63. LVNV asserts it is the current creditor of the alleged debt, therefore,
9 LVNV would have received all material information and documentation regarding
10 the account, including the Letters of Representation.
11

12 64. However, Synchrony Bank has the right to recall or repurchase
13 Synchrony Bank accounts from the debt collectors it transfers and/or assigns
14 Synchrony Bank accounts to.
15

16 65. Sometime thereafter, LVNV, likely through its master servicer
17 Resurgent Capital Services LP, transferred, placed, and/or assigned the alleged debt
18 with Financial Recovery for purposes of collection on behalf of LVNV.
19

20 66. Nevertheless, as part of its utilization of Financial Recovery, LVNV or
21 its servicer conveyed information concerning Plaintiff and the alleged debt to its debt
22 collector agent by electronic means.
23

24 67. The information conveyed by LVNV to Financial Recovery, which upon
25 information and belief, was viewed by employees of Financial Recovery, contained
26 Plaintiff's personal and private information including personal identifying data, such
27

1 as Plaintiff's name, address, social security number, date of birth, information
2 regarding the alleged debt, among other things.

3
4 68. Despite the Letters of Representation, in an attempt to collect the alleged
5 debt, Financial Recovery sent Plaintiff a letter on behalf of LVNV, dated June 27,
6 2024 (the "June Letter") directly to Plaintiff.

7
8 69. The June Letter was received and read by Plaintiff.

9 70. Plaintiff's attorney did not consent to Defendants direct communication
10 with Plaintiff.

11
12 71. Defendants did not send the June Letter to Plaintiff's attorney.

13 72. Defendants did not send any letters concerning the alleged debt to
14 Plaintiff's attorney.

15
16 73. Defendants did not attempt to communicate at all with Plaintiff's
17 attorneys concerning the alleged debt.

18 74. Financial Recovery was notified of Plaintiff's attorneys' representation
19 in the Letters of Representation when LVNV transferred, assigned, or otherwise
20 placed the alleged debt for the purposes of collection.

21
22 75. Financial Recovery had actual notice of the Letters of Representation
23 either from the placement file or through a client portal provided by LVNV or
24 Resurgent Capital Services LP to Financial Recovery, which contains account level
25 documentation such as account statements for Plaintiff and notices of attorney
26
27

1 representation.

2 76. In fact, LVNV has a pattern and practice of communicating with
3 consumers after receiving attorney representation letters and/or cease and desist
4 letters.
5

6 77. In fact, LVNV has a pattern and practice of communicating with
7 consumers after receiving notice of consumers' attorneys' representation.
8

9 78. In fact, LVNV has a pattern and practice of communicating with
10 consumers after receiving notice of consumers' attorneys' information.
11

12 79. In support of the foregoing, and by way of example only, consumers in
13 other lawsuits have alleged substantially the same conduct as alleged herein against
14 LVNV:
15

- 16 • *Floyd v. LVNV Funding, LLC*, 2:24-cv-00047-LGW-BWC (S.D. Ga.),
- 17 • *Bare v. LVNV Funding, LLC*, 1:23-CV-01461-RGA (D. Del.),
- 18 • *Carr v. LVNV Funding, LLC*, 1:23-cv-01476-UNA (D. Del.),
- 19 • *Coon v. LVNV Funding, LLC, et al.*, 1:23-cv-00608-GBW (D. Del.),
- 20 • *Miner v. LVNV Funding, LLC*, 1:24-cv-364-UNA (D. Del.),
- 21 • *Roe v. LVNV Funding, LLC*, 1:24-cv-00611-RGA (D. Del.),
- 22 • *Meyers v. LVNV Funding, LLC, et al.*, 4:23-cv-00833-RLW (E.D. Mo.),
- 23 • *Roe v. LVNV Funding, LLC, et al.*, 4:23-cv-00863-SRW (E.D. Mo.),
- 24
- 25
- 26
- 27
- 28

- *Zamora v. LVNV Funding, LLC, et al.*, 4:23-cv-00907-SPM (E.D. Mo.),
- *McCarthy v. LVNV Funding, LLC, et al.*, 4:23-cv-00905-SPM (E.D. Mo.),
- *Amy v. LVNV Funding, LLC, et al.*, 4:23-cv-00903-JMB (E.D. Mo.),
- *Vanourney v. LVNV Funding, LLC, et al.*, 4:23-cv-00902-HEA (E.D. Mo.),
- *Guyer v. LVNV Funding, LLC, et al.*, 4:23-cv-00906-AGF (E.D. Mo.),
- *Whitham v. LVNV Funding, LLC, et al.*, 4:23-cv-00732-MTS (E.D. Mo.),
- *Verrett v. LVNV Funding, LLC, et al.*, 4:23-cv-00726-JMB (E.D. Mo.), and
- *Armenio v. LVNV Funding, LLC, et al.*, 4:23-cv-01639-HSG (N.D. Ca.).

80. The June Letter was the initial written communication from Financial Recovery regarding the alleged debt.

81. The June Letter stated, or otherwise implied, that Plaintiff no longer owed money to Synchrony Bank but not owed money to LVNV.

82. However, Plaintiff was never involved in any transaction with LVNV for \$1,905.09 and never entered into any contract with LVNV for the payment of \$1,905.09. Plaintiff was never indebted to LVNV, and was never indebted to LVNV for \$1,905.09. LVNV never extended credit to Plaintiff for \$1,905.09. LVNV does not possess competent proof that Plaintiff owes \$1,905.09 to LVNV.

83. LVNV holds no legal right, title, or interest in \$1,905.09 owed by Plaintiff.

84. Financial Recovery holds no legal right, title, or interest to demand

1 payment of \$1,905.09 from Plaintiff on behalf of LVNV.

2 85. Despite the foregoing, LVNV and Resurgent began reporting the alleged
3 debt to one or more credit reporting agencies.
4

5 86. LVNV and Resurgent's credit reporting negatively impacted Plaintiff's
6 credit.
7

8 87. LVNV and Resurgent's credit reporting negatively impacted Plaintiff's
9 creditworthiness.
10

11 88. LVNV and Resurgent's credit reporting was viewed by third parties.

12 89. LVNV and Resurgent's credit reporting failed to state that the alleged
13 debt was disputed.
14

15 90. Plaintiff suffered harm related directly to LVNV and Resurgent's
16 conduct.
17

18 91. The June Letter provided a deadline of August 6, 2024 for Plaintiff to
19 dispute the alleged debt and/or request verification of the alleged debt, among other
20 things.
21

22 92. The June Letter states to call or write to Financial Recovery by August
23 6, 2024 to dispute the alleged debt and/or request verification of the alleged debt.
24

25 93. In addition, the June Letter provides a website to dispute the alleged
26 debt.
27

28 94. The June Letter provides an address for Financial Recovery in Eagan,

1 Minnesota, Central Time Zone.

2 95. Further, the June Letter provides hours of operation in Central Time
3 Zone.
4

5 96. On Tuesday, August 6, 2024, based upon the website, Financial
6 Recovery was open until 5 p.m. Central Time Zone.
7

8 97. Plaintiff became confused as to the deadline to dispute the alleged debt
9 and/or request verification of the alleged debt.
10

11 98. Plaintiff did not know and could not discern from the June Letter,
12 because the June Letter was completely silent, whether the deadline to dispute the
13 alleged debt and/or request verification of the alleged was 5 p.m. Central Time Zone
14 or a later time in Pacific Time Zone, Plaintiff's time zone.
15

16 99. Then, the June Letter stated, "Contact us about your payment options."
17

18 100. The June Letter is misleading because the least sophisticated consumer
19 would be left unsure as to the effects of contacting Financial Recovery during the
20 dispute and validation period.

21 101. The June Letter is deceiving because the least sophisticated consumer
22 would be left unsure as to the effects of contacting Financial Recovery during the
23 dispute and validation period.
24

25 102. The June Letter is misleading because the least sophisticated consumer
26 would be left unsure if calling Financial Recovery would be sufficient to dispute the
27

1 alleged debt to receive validation of the alleged debt.

2 103. The June Letter is deceiving because the least sophisticated consumer
3 would be left unsure if calling Financial Recovery would be sufficient to dispute the
4 alleged debt to receive validation of the alleged debt.
5

6 104. The June Letter does not contain any disclaimer about the debt
7 validation rights in relation to the invitation to calling Financial Recovery and does
8 not explain whether calling Financial Recovery would suffice as a written validation
9 request under the FDCPA.
10

11 The June Letter stated, "You may request records showing the following: (1)
12 that LVNV Funding LLC has the right to seek collection of the debt; (2) the debt
13 balance, including an explanation of any interest charges and additional fees; (3) the
14 date of default or the date of the last payment; (4) the name of the charge-off creditor
15 and the account number associated with the debt; (5) the name and last known address
16 of the debtor as it appeared in the charge-off creditor's or debt buyer's records prior
17 to the sale of the debt, as appropriate; and (6) the names of all persons or entities that
18 have purchased the debt. You may also request from us a copy of the contract or other
19 document evidencing your agreement to the debt."
20
21
22
23

24 105. Underneath the foregoing, it stated, "A request for these records may be
25 addressed to: Financial Recovery Services, Inc., PO Box 21405, Eagan, MN 55121."
26

27 106. However, pursuant to Cal. Civ. Code § 1788.52 a debt buyer shall
28

1 include with its first written communication with the debtor in no small than 12-point
2 type, a separate **prominent** notice that provides:

3
4 “You may request records showing the following:

- 5 (1) that **[insert name of debt buyer]** has the right to seek collection of
6 the debt;
- 7 (2) the debt balance, including an explanation of any interest charges
8 and additional fees;
- 9 (3) the date of default or the date of the last payment;
- 10 (4) the name of the charge-off creditor and the account number
11 associated with the debt;
- 12 (5) the name and last known address of the debtor as it appeared in the
13 charge-off creditor's or debt buyer's records prior to the sale of the
14 debt, as appropriate; and
- 15 (6) the names of all persons or entities that have purchased the debt.
16 You may also request from us a copy of the contract or other
document evidencing your agreement to the debt.

17 A request for these records may be addressed to: **[insert debt buyer's**
18 **active mailing address and email address, if applicable]**.” Emphasis
19 added. Cal. Civ. Code § 1788.52(d).

20 107. The Merriam-Webster dictionary defines “prominent” as: 1) standing
21 out or projecting beyond a surface or line, and 2) readily noticeable.

22 108. Providing the Cal. Civ. Code § 1788.52(d) notice away from where
23 Financial Recovery was demanding payment with no reference to draw Plaintiff's
24 attention to the Cal. Civ. Code § 1788.52(d) notice violates the statute's requirement
25 for the notice to be “prominent,” or in other words “standing out” or “readily
26
27

1 noticeable.”

2 109. Further, stating, “You may request records showing the following: (1)
3 that **LVNV Funding LLC** has the right to seek collection of the debt. . .,” then
4 stating, “A request for these records may be addressed to: **Financial Recovery**
5 **Services, Inc.,**” is contradictory to the requirement provided in Cal. Civ. Code §
6 1788.52(d).
7

8
9 110. The June Letter stating on one hand that Plaintiff may request records
10 showing that LVNV has the right to seek collection of the alleged debt, but then
11 informing Plaintiff to send the request to Financial Recovery, is inconsistent with
12 Cal. Civ. Code § 1788.52(d).
13

14 111. On one hand, Financial Recovery is stating it is a debt collector for
15 LVNV, but then on the other hand, Financial Recovery is acting as an agent of
16 LVNV.
17

18 112. On one hand, Financial Recovery is stating it is a debt collector for
19 LVNV, but then on the other hand, Financial Recovery is acting as a quasi-debt
20 buyer.
21

22 113. Consumers, like the Plaintiff, have a right to truthful, clear, and accurate
23 communications from debt collectors.
24

25 114. LVNV is liable for the actions and inactions of the debt collectors it
26 retains.
27

1 115. The acts of Defendants as described in this Complaint were performed
2 by Defendants or on Defendants' behalf by their owners, officers, agents, and/or
3 employees acting within the scope of their actual or apparent authority. As such, all
4 references to Defendants in this Complaint shall mean Defendants or their owners,
5 officers, agents, and/or employees.
6

7
8 116. Defendants' conduct as described in this Complaint was willful, with
9 the purpose to either harm Plaintiff or with reckless disregard for the harm to Plaintiff
10 that could result from Defendants' conduct.
11

12 117. Plaintiff justifiably fears that, absent this Court's intervention,
13 Defendants will continue to use abusive, deceptive, unfair, and unlawful means in
14 their attempts to collect the alleged debt and other alleged debts.
15

16 118. Plaintiff justifiably fears that, absent this Court's intervention,
17 Defendants will ultimately cause Plaintiff further unwarranted economic harm.
18

19 119. Plaintiff justifiably fears that, absent this Court's intervention,
20 Defendants will ultimately cause Plaintiff unwarranted harm to Plaintiff's credit
21 rating.
22

23 120. Plaintiff justifiably fears that, absent this Court's intervention,
24 Defendants will ultimately cause Plaintiff to be sued.
25

26 121. Plaintiff has the right to live without being subject to false claims from
27 Defendants. Plaintiff has the right to be free from invasions into her privacy and
28

1 intrusions upon her solitude and seclusion. Plaintiff has the right to be free from
2 harassing, annoying, oppressive, and abusive conduct. Defendants infringed upon
3 Plaintiff's rights, causing her concern, worry, loss of time, emotional distress, and
4 economic harm.
5

6 122. A favorable decision herein would serve to deter Defendants from
7 further similar conduct.
8

9 **FIRST COUNT**
10 **Violation of 15 U.S.C. §§ 1692c(b) and 1692f**

11 123. Plaintiff repeats and realleges the foregoing paragraphs as if fully
12 restated herein.
13

14 124. The Plaintiff is a "consumer" as that term defined by the FDCPA.

15 125. LVNV is a "debt collector" as that term is defined by the FDCPA.

16 126. The money sought from Plaintiff is a "debt" as that term is defined by
17 the FDCPA.
18

19 127. The June Letter is a "communication" as that term is defined by the
20 FDCPA.
21

22 128. The actions described herein constitute "an attempt to collect a debt" or
23 "were taken in connection with an attempt to collect a debt" within the meaning of
24 the FDCPA.
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1 129. 15 U.S.C. § 1692c(b) provides that, subject to several exceptions not
2 applicable here, “a debt collector may not communicate, in connection with the
3 collection of any debt,” with anyone other than the consumer “without the prior
4 consent of the consumer given directly to the debt collector.”
5

6 130. The third-party debt collector does not fall within any of the exceptions
7 provided for in 15 U.S.C. § 1692c(b).
8

9 131. LVNV’s conveyance of Plaintiff’s personal and private information to
10 Financial Recovery is a “communication” as that term is defined by the FDCPA.
11

12 132. Plaintiff never consented to LVNV’s communication with the third-
13 party debt collector concerning the alleged debt.
14

15 133. Plaintiff never consented to LVNV’s communication with Financial
16 Recovery, a third-party, concerning the alleged debt.
17

18 134. Plaintiff never consented to LVNV’s communication with the third-
19 party debt collector, Financial Recovery, concerning Plaintiff’s personal and/or
20 confidential information.
21

22 135. In fact, Plaintiff never consented to LVNV’s communication with
23 anyone concerning the alleged debt or concerning Plaintiff’s personal and/or
24 confidential information.
25

26 136. Upon information and belief, LVNV has utilized third-party debt
27 collectors for these purposes thousands of times.
28

137. LVNV utilizes third-party debt collectors in this regard for the sole purpose of maximizing its profits.

138. LVNV utilizes third-party debt collectors without regard to the propriety and privacy of the information which it discloses to such third-party.

139. LVNV utilizes third-party debt collectors with reckless disregard for the harm to Plaintiff and other consumers that could result from LVNV's unauthorized disclosure of such private and sensitive information.

140. In fact, debt collectors have been the subject of data breaches, exposing consumer names, dates of birth, Social Security numbers, and account information.

141. Millions of consumers, including consumers in the State of California, have been the victims of data breaches stemming from the reckless and unauthorized transferring and sharing of consumers' information by companies, including debt collectors.

142. In fact, FBCS, Inc. was one of the latest data breaches, exposing personal data of over 4 million consumers².

143. In fact, prior to the data breach, LVNV transferred consumers' personal and private information to FBCS, Inc. in LVNV's use of FBCS, Inc. as a third-party debt collector.

² <https://www.maine.gov/agviewer/content/ag/985235c7-cb95-4be2-8792-a1252b4f8318/186129d3-f965-48f0-a48d-fbdfc6b74b02.html>

144. LVNV utilizes third-party debt collectors with reckless disregard for Plaintiff's right to privacy.

145. LVNV utilizes third-party debt collectors with reckless disregard for Plaintiff's right against public disclosure of Plaintiff's private facts.

146. LVNV violated 15 U.S.C. § 1692c(b) when it disclosed information about Plaintiff's alleged debt to the third-party debt collector, Financial Recovery.

147. LVNV violated 15 U.S.C. § 1692c(b) when it disclosed information about Plaintiff's alleged debt to the Resurgent Companies and/or affiliates.

148. 15 U.S.C. § 1692f provides that a debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt.

149. The unauthorized disclosure of a consumer's private and sensitive information is both unfair and unconscionable.

150. LVNV disclosed Plaintiff's private and sensitive information to the third-party debt collector, Financial Recovery.

151. LVNV disclosed Plaintiff's private and sensitive information to the Resurgent Companies and/or affiliates.

152. LVNV violated 15 U.S.C. § 1692f when it disclosed Plaintiff's private and sensitive information to the third-party debt collector, Financial Recovery.

153. As relevant here, Congress enacted the FDCPA upon finding that existing laws and procedures for redressing invasions of individual privacy during

1 the debt collection process were inadequate to protect consumers. 15 U.S.C. §
2 1692(a)-(b).

3
4 154. Specifically, Congress sought to protect consumers from
5 communications by debt collectors to third parties. See S. Rep. No. 95-382, at 4
6 (1977) reprinted in U.S.C.C.A.N. 1695, 1698.

7
8 155. As such, a violation of Section 1692c(b) has a close relationship to an
9 invasion of privacy.

10 156. A violation of Section 1692c(b) is an invasion of privacy.

11
12 157. As described herein, LVNV violated Section 1692c(b).

13 158. As described herein, LVNV invaded Plaintiff's privacy.

14
15 159. A violation of Section 1692c(b) also has a close relationship to a public
16 disclosure of private facts.

17 160. A violation of Section 1692c(b) is a public disclosure of private facts.

18
19 161. As described herein, LVNV violated Section 1692c(b).

20 162. As described herein, LVNV publicly disclosed Plaintiff's private facts.

21 163. For the foregoing reasons, LVNV violated 15 U.S.C. §§ 1692c(b) and
22 1692f and are liable to Plaintiff therefor.
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1 172. As relevant here, 15 U.S.C. § 1692g(a)(1) requires the written notice
2 provide a statement of the amount of the debt.
3

4 173. To comply with 15 U.S.C. § 1692g(a)(1), the statement of the amount
5 of the debt must accurately set forth the actual amount of the debt.
6

7 174. A statement of the amount of the debt, when the debt is not owed at all
8 by the consumer, violates 15 U.S.C. § 1692g(a)(1).
9

10 175. As previously stated, Plaintiff did not owe the amount Defendants allege
11 is owed to LVNV by Plaintiff.
12

13 176. As such, Defendants did not accurately set forth the actual amount of
14 the alleged debt as required by 15 U.S.C. § 1692g(a)(1).
15

16 177. Defendants' statement of the amount of the alleged debt, when Plaintiff
17 did not owe that amount, violates 15 U.S.C. § 1692g(a)(1).
18

19 178. As also relevant here, 15 U.S.C. § 1692g(a)(2) requires the written
20 notice provide a statement of the name of the creditor to whom the debt is owed.
21

22 179. To comply with 15 U.S.C. § 1692g(a)(2), the statement of the name of
23 the creditor to whom the debt is owed must accurately set forth the name of the entity
24 that actually owns the debt.
25

26 180. A statement of the name of the creditor to whom the debt is owed, when
27 the consumer does not owe money to the stated entity, violates 15 U.S.C. §
28 1692g(a)(2).

1 181. As set forth above, Plaintiff did not owe money to LVNV.

2 182. As such, Defendants did not accurately set forth the name of the entity
3
4 that actually owns the debt as required by 15 U.S.C. § 1692g(a)(2).

5 183. Defendants' statement that LVNV was the name of the creditor to whom
6
7 the alleged debt was owed, when Plaintiff did not owe any money to LVNV, violates
8 15 U.S.C. § 1692g(a)(2).

9 184. For the foregoing reasons, Defendants violated 15 U.S.C. §§ 1692g,
10 1692g(a)(1) and 1692g(a)(2), and are liable to Plaintiff therefor.

11
12 **THIRD COUNT**

13 **Violation of 15 U.S.C. §§ 1692d, 1692e, 1692e(2)(A), and 1692e(10)**

14 185. Plaintiff repeats and realleges the foregoing paragraphs as if fully
15 restated herein.

16 186. The Plaintiff is a "consumer" as that term defined by the FDCPA.

17
18 187. LVNV is a "debt collector" as that term is defined by the FDCPA.

19 188. Financial Recovery is a "debt collector" as that term is defined by the
20 FDCPA.

21
22 189. The money sought from Plaintiff is a "debt" as that term is defined by
23 the FDCPA.

24
25 190. The June Letter is a "communication" as that term is defined by the
26 FDCPA.

1 191. The actions described herein constitute “an attempt to collect a debt” or
2 “were taken in connection with an attempt to collect a debt” within the meaning of
3 the FDCPA.
4

5 192. 15 U.S.C. § 1692d provides, generally, that a debt collector may not
6 engage in conduct the natural consequence of which is to harass, abuse, and/or
7 oppress.
8

9 193. 15 U.S.C. § 1692e provides, generally, that a debt collector may not use
10 any false, deceptive, or misleading representation or means in connection with the
11 collection of any debt.
12

13 194. 15 U.S.C. § 1692e(2)(A) prohibits the false representation of the
14 character, amount, or legal status of any debt.
15

16 195. 15 U.S.C. § 1692e(10) prohibits the use of any false representation or
17 deceptive means to collect or attempt to collect any debt.
18

19 196. An allegation by a debt collector that a consumer owes a debt to a certain
20 entity when the consumer does not owe a debt to that entity is a violation of 15 U.S.C.
21 §§ 1692d, 1692e, 1692e(2)(A) and 1692e(10).
22

23 197. An allegation by a debt collector that a consumer owes a certain amount
24 of money when the consumer does not that amount is a violation of 15 U.S.C. §§
25 1692d, 1692e, 1692e(2)(A) and 1692e(10).
26
27
28

1 198. As previously stated in this Complaint, Plaintiff did not owe the amount
2 Defendants alleged is owed to LVNV by Plaintiff.

3
4 199. Defendants' contention that Plaintiff owed the alleged debt to LVNV,
5 when Plaintiff did not owe the alleged debt to LVNV, amounts to conduct the natural
6 consequence of which is to harass, abuse, and/or oppress in connection with the
7 collection of the alleged debt in violation of 15 U.S.C. § 1692d.

8
9 200. Defendants' contention that Plaintiff owed the alleged debt to LVNV,
10 when Plaintiff did not owe the alleged debt to LVNV, is a false, misleading, and/or
11 deceptive representation, in violation of 15 U.S.C. § 1692e.

12
13 201. Defendants' contention that Plaintiff owed the alleged debt to LVNV,
14 when Plaintiff did not owe the alleged debt to LVNV, is a false representation of the
15 character, amount, or legal status of the alleged debt, in violation of 15 U.S.C. §
16 1692e(2)(A).

17
18 202. Defendants' contention that Plaintiff owed the alleged debt to LVNV,
19 when Plaintiff did not owe the alleged debt to LVNV, is a false representation or
20 deceptive means to collect or attempt to collect the alleged debt, in violation of 15
21 U.S.C. § 1692e(10)

22
23 203. For the foregoing reasons, Defendants violated 15 U.S.C. §§ 1692d,
24 1692e, 1692e(2)(A), and 1692e(10) and are liable to Plaintiff therefor.

FOURTH COUNT
Violation of 15 U.S.C. §§ 1692c(a)(2) and 1692c(c)

204. Plaintiff repeats and realleges the foregoing paragraphs as if fully restated herein.

205. The Plaintiff is a “consumer” as that term defined by the FDCPA.

206. LVNV is a “debt collector” as that term is defined by the FDCPA.

207. Financial Recovery is a “debt collector” as that term is defined by the FDCPA.

208. The money sought from Plaintiff is a “debt” as that term is defined by the FDCPA.

209. The June Letter is a “communication” as that term is defined by the FDCPA.

210. The actions described herein constitute “an attempt to collect a debt” or “were taken in connection with an attempt to collect a debt” within the meaning of the FDCPA.

211. 15 U.S.C. § 1692c(a)(2), titled “Communication with the Consumer Generally,” prohibits a debt collector from communicating with a consumer in connection with the collection of any debt “if the debt collector knows the consumer is represented by an attorney with respect to such debt and has knowledge of, or can readily ascertain, such attorney’s name and address, unless the attorney fails to

1 respond within a reasonable period of time to a communication from the debt
2 collector or unless the attorney consents to direct communication with the
3 consumer.”
4

5 212. As described herein, LVNV violated 15 U.S.C. § 1692c(a)(2).

6 213. A violation of 15 U.S.C. § 1692c(a)(2) has a close relationship to an
7 invasion of privacy.
8

9 214. A violation of Section 15 U.S.C. § 1692c(a)(2) is an invasion of privacy.

10 215. Defendants invaded Plaintiff’s privacy.
11

12 216. 15 U.S.C. § 1692c(c), titled “Ceasing Communication,” prohibits a debt
13 collector, subject to certain exceptions not relevant here, from communicating with
14 a consumer in connection with the collection of any debt “[i]f a consumer notifies a
15 debt collector in writing . . . that the consumer wishes the debt collector to cease
16 further communication with the consumer.”
17

18 217. 15 U.S.C. § 1692c(c) further states, “[i]f such notice from the
19 consumer is made by mail, notification shall be complete upon receipt.”
20

21 218. As described herein, Defendants violated 15 U.S.C. § 1692c(c).

22 219. A violation of 15 U.S.C. § 1692c(c) has a close relationship to an
23 intrusion upon the rights to solitude and seclusion.
24

25 220. A violation of 15 U.S.C. § 1692c(c) is an intrusion upon the rights to
26 solitude and seclusion.
27

221. Defendants intruded upon Plaintiff's rights to solitude and seclusion.

222. A violation of 15 U.S.C. § 1692c(c) also has a close relationship to interference with the attorney-client relationship.

223. A violation of Section 1692c(c) is an interference with the attorney-client relationship.

224. Defendants interfered with Plaintiff's and her attorney's attorney-client relationship.

225. For the foregoing reasons, Defendants violated 15 U.S.C. §§ 1692c(a)(2) and 1692c(c) and are liable to Plaintiff therefor.

FIFTH COUNT
Violation of 15 U.S.C. §§ 1692d, 1692e, and 1692f

226. Plaintiff repeats and realleges the foregoing paragraphs as if fully restated herein.

227. The Plaintiff is a “consumer” as that term defined by the FDCPA.

228. LVNV is a “debt collector” as that term is defined by the FDCPA.

229. Financial Recovery is a “debt collector” as that term is defined by the FDCPA.

230. The money sought from Plaintiff is a “debt” as that term is defined by the FDCPA.

231. The June Letter is a “communication” as that term is defined by the

1 FDCPA.

2 232. The actions described herein constitute “an attempt to collect a debt” or
3 “were taken in connection with an attempt to collect a debt” within the meaning of
4 the FDCPA.
5

6 233. 15 U.S.C. § 1692e provides, generally, that a debt collector may not use
7 any false, deceptive, or misleading representation or means in connection with the
8 collection of any debt.
9

10 234. 15 U.S.C. § 1692f provides that a debt collector may not use unfair or
11 unconscionable means to collect or attempt to collect any debt.
12

13 235. The June Letter violated §§ 1692e and 1692f by failing to provide clear
14 deadlines for Plaintiff to dispute the alleged debt and/or request verification of the
15 alleged debt.
16

17 236. The June Letter violated §§ 1692e and 1692f because the letter provided
18 unclear and vague deadlines.
19

20 237. The June Letter violated §§ 1692e and 1692f by providing contradictory
21 deadlines for Plaintiff to dispute the alleged debt and/or request verification of the
22 alleged debt.
23

24 238. The June Letter violated §§ 1692e and 1692f because Plaintiff did not
25 know and could not discern from the June Letter, because the June Letter was
26 completely silent, whether the deadline to dispute the alleged debt and/or request
27

1 verification of the alleged was 5 p.m. Central Time Zone, Financial Recovery's Time
2 Zone; or a later time in Pacific Time Zone, Plaintiff's time zone.

3
4 239. The June Letter violated §§ 1692e and 1692f because the letter enticed
5 Plaintiff to contact Financial Recovery but failed to inform Plaintiff as to the effects
6 of contacting Financial Recovery during the dispute and validation period.

7
8 240. The June Letter violated §§ 1692e and 1692f because the letter left
9 Plaintiff unsure if calling Financial Recovery would be sufficient to dispute the
10 alleged debt to receive validation of the alleged debt.

11
12 241. The June Letter violated §§ 1692e and 1692f because the letter does not
13 contain any disclaimer about the debt validation rights in relation to the invitation to
14 calling Financial Recovery and does not explain whether calling Financial Recovery
15 would suffice as a written validation request under the FDCPA.

16
17 242. For the foregoing reasons, Defendants violated 15 U.S.C. §§ 1692d,
18 1692e, and 1692f, and are liable to Plaintiff therefor.

19
20 **SIXTH COUNT**
21 **Violation of 15 U.S.C. § 1692e(8)**

22 243. Plaintiff repeats and realleges the foregoing paragraphs as if fully
23 restated herein.

24 244. The Plaintiff is a "consumer" as that term defined by the FDCPA.

25 245. LVNV is a "debt collector" as that term is defined by the FDCPA.

1 246. The money sought from Plaintiff is a “debt” as that term is defined by
2 the FDCPA.

3
4 247. Each report to a credit reporting agency is a “communication” as that
5 term is defined by the FDCPA.

6
7 248. The actions described herein constitute “an attempt to collect a debt” or
8 “were taken in connection with an attempt to collect a debt” within the meaning of
9 the FDCPA.

10
11 249. 15 U.S.C. § 1692e(8) prohibits a debt collector from communicating or
12 threatening to communicate to any person credit information which is known or
13 which should be known to be false, including the failure to communicate that a
14 disputed debt is disputed.

15
16 250. LVNV violated the FDCPA by reporting the alleged debt to one or more
17 credit reporting agencies when Plaintiff did not owe LVNV the money they were
18 attempting to collect.

19
20 251. LVNV violated the FDCPA by reporting the alleged debt to one or more
21 credit reporting agencies and failed to communicate that the alleged debt was
22 disputed.

23
24 252. For the foregoing reasons, LVNV violated 15 U.S.C. § 1692e(8), and is
25 liable to Plaintiff therefor.

SEVENTH COUNT
Violation of Cal. Civ. Code § 1788.13(k)

253. Plaintiff repeats and realleges the foregoing paragraphs as if fully restated herein.

254. Cal. Civ. Code § 1788.13(k) prohibits debt collectors from the false representation that the consumer debt has been, is about to be, or will be sold, assigned, or referred to a debt collector for collection.

255. The June Letter stated, in the relevant part, that the alleged debt was sold to LVNV.

256. Financial Recovery's representation that the debt was sold to LVNV is a legal conclusion.

257. Financial Recovery does not review the underlying sale documents prior to sending letters to consumers.

258. Financial Recovery does not investigate whether LVNV is in fact the current creditor of the alleged debt.

259. Financial Recovery does not investigate whether the transaction between the original creditor and LVNV was in fact a true sale.

260. Financial Recovery's intentional or negligent conduct of falsely representing that LVNV is the current creditor of the debt, caused Plaintiff confusion,

1 anxiety, worry, and emotional distress, causing Plaintiff to spend time to retain
2 counsel, causing her loss of time, in violation of Cal. Civ. Code § 1788.13(k).

3
4 261. Financial Recovery's false representation that the debt has been, is about
5 to be, or will be sold, assigned, or referred to a debt collector for collection, violates
6 Cal. Civ. Code § 1788.13(k).

7
8 262. For the foregoing reasons, Defendants violated Cal. Civ. Code §
9 1788.13(k), and are liable to Plaintiff therefor.

10
11 **EIGHTH COUNT**
Violation of Cal. Civ. Code § 1788.14(c)

12
13 263. Plaintiff repeats and realleges the foregoing paragraphs as if fully
14 restated herein.

15 264. Cal. Civ. Code § 1788.14(c) prohibits debt collectors from initiating
16 communications with a consumer when the debt collector has been previously
17 notified in writing by the consumer's attorney that the consumer is represented by
18 the attorney with respect to the debt and the notice includes the attorney's name and
19 address and a request by the attorney that all communications regarding the debt be
20 addressed to the attorney.
21
22

23 265. Defendants knew Plaintiff was represented by counsel when Financial
24 Recovery sent the June Letter directly to Plaintiff in an attempt to collect the alleged
25 debt.
26
27
28

1 266. Defendants' communication with Plaintiff directly when Defendants
2 knew Plaintiff was represented by counsel, violates Cal. Civ. Code § 1788.14(c).

3
4 267. For the foregoing reasons, Defendants violated Cal. Civ. Code §
5 1788.14(c), and are liable to Plaintiff therefor.

6
7 **NINTH COUNT**
8 **Violation of Cal. Civ. Code § 1788.17**

9 268. Plaintiff repeats and realleges the foregoing paragraphs as if fully
10 restated herein.

11 269. Cal. Civ. Code § 1788.17 provides that a violation of the FDCPA is also
12 a violation of the RFDCPA.

13
14 270. Defendants' conduct described herein violates the FDCPA, thus
15 violating Cal. Civ. Code § 1788.17, making Defendants liable to Plaintiff therefor.

16
17 **TENTH COUNT**
18 **Violation of Cal. Civ. Code § 1788.52**

19 271. Plaintiff repeats and realleges the foregoing paragraphs as if fully
20 restated herein.

21 272. Cal. Civ. Code § 1788.52 provides that a debt buyer must include certain
22 notice in its first written communication with a debtor.

23
24 273. Here, as stated in this Complaint, Financial Recovery provided a notice
25 on behalf of LVNV that was inconsistent with Cal. Civ. Code § 1788.52.

1 274. The June Letter was false, misleading, and/or deceptive making it
2 impossible for Plaintiff to decipher whether LVNV and Financial Recovery were one
3 in the same.
4

5 275. The June Letter was false, misleading, and/or deceptive making it
6 impossible for Plaintiff to decipher whether Financial Recovery was acting as a
7 quasi-debt buyer for Plaintiff's account.
8

9 276. The June Letter was false, misleading, and/or deceptive making it
10 impossible for Plaintiff to decipher whether sending a request to Financial Recovery
11 would be sufficient pursuant to Cal. Civ. Code § 1788.52(d).
12

13 277. The June Letter provided false, misleading and/or deceptive information
14 regarding Plaintiff's rights under the law.
15

16 278. Defendants provide false, misleading and/or deceptive communications,
17 like the one sent to Plaintiff, to thousands of consumers across the country, including
18 consumers in the State of California.
19

20 279. Defendants' conduct described herein violates Cal. Civ. Code §
21 1788.52, making LVNV liable to Plaintiff therefor.
22

23 **JURY DEMAND**

24 280. Plaintiff hereby demands a trial of this action by jury.
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1 DATED: December 30, 2024

2 Respectfully submitted,

3 /s/: Ely Grinvald, Esq.

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